

6 216A034

No. AUG 4 1986

Date

Fee \$ 10.00

ICC Washington, D. C. ITEL Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

ITEL

July 31, 1986

RECORDATION NO. 14774-D
FIRM 1425

AUG 4 1986 3 15 PM

INTERSTATE COMMERCE COMMISSION

Honorable Noreta R. McGee, Secretary
Interstate Commerce Commission
Washington, DC 20423

10.00 filing fee

14
22

Re: Amendment No. 2 to the September 24, 1984 Lease Between Itel Rail Corporation and North Louisiana & Gulf Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated September 24, 1984 between Itel Rail Corporation and North & Louisiana Gulf Railroad Company, which was filed with the ICC on August 19, 1985 and given Recordation No. 14774.

The names and addresses of the parties to the aforementioned Amendment are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

North & Louisiana Gulf Railroad Company (Lessee)
P.O. Drawer 550
Highway 167
Hodge, Louisiana 71247

This Amendment adds one hundred (100) 50'6", 70-ton, Plate C, XM boxcars to the Lease bearing reporting marks NLG 5801-5900, as per Equipment Schedule No. 3, and replaces Equipment Schedule No. 1 with Schedule 1.A, effecting addition of three (3) boxcars bearing reporting marks NLG 7120-7122 and deletion of one destroyed car bearing reporting mark NLG 7100.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and a letter from the ICC acknowledging this filing.

Very truly yours,

Josie Villalobos
Legal Assistant

JV:ps
Enclosure

cc: Robert S. Clark
J. Michael Kelly
Ginny Hanger

RECEIVED OF
THE SECRETARY
AUG 4 2 56 PM '86
FILING UNIT

This one is 14774-D
100 copies of the lease - Mike Farrell

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

August 4, 1986

Josie Villaflores=Legal Assistant

Itel Rail Corporation
55 Francisco Street ---
San Francisco, CA. 94133

Dear Gentlemen:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-4-86 at 3:15 P.M. , and assigned recordation number(s). 14774-D

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

14774-D
LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED NLG 7120-7122
5801-5900

06/11/86

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF July 29, 1986, AMENDMENT NO. 2

RECORDATION NO. 14774-D FILED 1425

AUG 4 1986 3 15 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement dated as of September 24, 1984, (the "Agreement") between ITTEL RAIL CORPORATION ("Lessor") and NORTH LOUISIANA AND GULF RAILROAD COMPANY ("Lessee"), as amended, is made as of this 29th day of July, 1986, between Lessor and Lessee.

R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which seventy (70) boxcars bearing the reporting marks NLG 7100-7119 and NLG 7180-7229 (together with the boxcars listed on the Equipment Schedules attached hereto, the "Cars") have been leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee desire to remove from Equipment Schedule No. 1 the Car marked NLG 7100 which was destroyed on January 1, 1986.
- C. Lessor and Lessee mutually desire to add to the Agreement one hundred three (103) boxcars bearing the reporting marks NLG 5801-5900 and NLG 7120-7122.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings in this Amendment.
- 2. This Amendment shall be effective upon its full execution by the parties.
- 3. Equipment Schedule No. 1 shall be deleted in its entirety and replaced by Equipment Schedule No. 1.A. attached hereto, which references nineteen (19) boxcars bearing the reporting marks NLG 7101-7119 and three (3) boxcars bearing the reporting marks NLG 7120-7122.
- 4. With respect to Equipment Schedule No. 1.A., Subsection 3.A. of the Agreement, as amended by Amendment No. 1, shall apply only to the boxcars bearing the reporting marks NLG 7120-7122.
- 5. Equipment Schedule No. 3, attached hereto, which references one hundred (100) boxcars bearing the reporting marks NLG 5801-5900, is hereby added to and made part of the Agreement.
- 6. All references to Equipment Schedule No. 2 in Amendment No. 1 shall be deemed to refer likewise to Equipment Schedule No. 3.

7. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
8. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

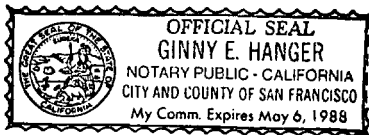
By: *[Signature]*
Title: President
Date: 7/29/86

NORTH LOUISIANA AND GULF
RAILROAD COMPANY

By: *[Signature]*
Title: President
Date: 7-24-86

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 29th day of July, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 24th day of July, 1986, before me personally appeared Alon Stone, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacklyn C. Leber
Notary Public 6/14/90

EQUIPMENT SCHEDULE NO. 1.A.

Itel Rail Corporation hereby leases the following Cars to North Louisiana and Gulf Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of September 24, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	60', 100-ton, Plate E Boxcar, 15" End-of-Car Cushioning	NLG 7101- 7119	60'10"	9'6"	11'5"	10' Sliding	19
XM	60', 100-ton, Plate E Boxcar, 15" End-of-Car Cushioning	NLG 7120- 7122	60'10"	9'6"	11'5"	10' Sliding	3

ITEL RAIL CORPORATION

By: AD Hayes
Title: President
Date: 7/29/86

NORTH LOUISIANA AND GULF RAILROAD COMPANY

By: Alan Stone
Title: President
Date: 7/27/86

EQUIPMENT SCHEDULE NO. 3.

Itel Rail Corporation hereby leases the following Cars to North Louisiana and Gulf Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of September 24, 1984.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors	No. of Cars
				Inside Width	Height	Width	
XM	50'6", 70-ton, Plate C Boxcar	NLG 5801- 5900	50'6"	9'6"	11'1"	10' Sliding	100

ITEL RAIL CORPORATION

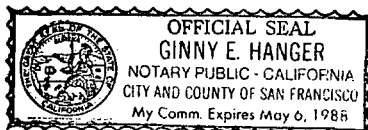
By: *AD Hayes*
Title: *President*
Date: *7/29/86*

NORTH LOUISIANA AND GULF RAILROAD COMPANY

By: *Alan Stone*
Title: *President*
Date: *7/24/86*

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 29th day of July, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedules No. 1.A. and No. 3 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 24th day of July, 1986, before me personally appeared Alan Stoltz, to me personally known, who being by me duly sworn says that such person is President of North Louisiana and Gulf Railroad Company, that the foregoing Equipment Schedules No. 1.A. and No. 3 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Evelyn C. Teter
Notary Public 6/14/90